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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 BREND A J. LINDSEY,

11 Plaintiff,

12 v.

13 THE BOEING COMPANY,

14 Defendant.
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) CASE NO. C08-1324RSM
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) ORDER DENYING PLAINTIFF'S
) MOTION FOR PROTECTIVE ORDER
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18 This matter comes before the Court on Plaintiff's Motion for Protective Order. (Dkt.
19 #19). Plaintiff Brenda J. Lindsey ("Ms. Lindsey"), appearing *pro se*, argues that a specific
20 discovery request made by Defendant is irrelevant. Defendant responds in a separate motion
21 to strike (*see* Dkt. #20) that Ms. Lindsey's motion failed to comply with the Local Rules of
22 the Court and that Ms. Lindsey also failed to comply with her meet-and-confer obligations
23 under FRCP 26(c)(1).

24 As mentioned in the Court's previous Order (*see* Dkt. #21), "[a]ll motions shall include
25 in the caption (immediately below the title of the motion) the date the motion is to be noted
26 for consideration upon the court's motion calendar." Local CR 7(b)(1). Here, Ms. Lindsey
27 once again failed to note her motion in accordance with the Court's rules, and therefore her
28 motion is defective.

1 Notwithstanding this omission, Ms. Lindsey's motion is also improper because she has
2 failed to comply with her meet-and-confer obligations under the Federal Rules. Pursuant to
3 FRCP 26(c)(1), "[t]he motion must include a certification that the movant has in good faith
4 conferred or attempted to confer with other affected parties in an effort to resolve the dispute
5 without court action." The purpose of such rule is clear: counsel should take all reasonable
6 steps to resolve their disputes before bringing their claims to court. Indeed, this district court
7 consistently denies Rule 26(c) motions where a party fails to fulfill their meet-and-confer
8 obligations. *See Mikron Industries, Inc. v. Hurd Windows & Doors, Inc.*, 2008 WL 1805727
9 (W.D. Wash. April 21, 2008); *Varsity Gold, Inc. v. Bigham*, 2007 WL 185089 (W.D. Wash.
10 Jan. 19, 2007).

11 Here, there is no certification made by Ms. Lindsey that she attempted to contact
12 Defendant to resolve the instant discovery dispute. Ms. Lindsey only claims in her two-
13 sentence motion that the discovery request "has nothing to do with this case." (Dkt. #19).
14 Under such circumstances, Ms. Lindsey's motion shall be denied.

15 The Court finds it worthwhile to remind Ms. Lindsey that "[she] who proceeds pro se
16 with full knowledge and understanding of the risks does so with no greater rights than a
17 litigant represented by a lawyer, and the trial court is under no obligation to . . . assist and
18 guide the pro se layman[.]" *Jacobsen v. Filler*, 790 F.2d 1362, 1365, n. 5 (9th Cir. 1986)
19 (citation omitted). Therefore while the Court is sympathetic to Ms. Lindsey's *pro se* status, it
20 is ultimately her duty to be apprised of the relevant rules of the Court throughout this
21 litigation.

22 Having reviewed the relevant pleadings, and the remainder of the record, the Court
23 hereby finds and ORDERS:

24 (1) Plaintiff's Motion for Protective Order (Dkt. #19) is DENIED. Ms. Lindsey is
25 directed to fulfill her meet-and-confer obligations under FRCP 26(c)(1). In the event that
26 such a conference does not resolve the instant discovery dispute, Ms. Lindsey is free to refile
27 a motion for protective order that complies with the rules of the Court.

28 (2) Defendant's Motion to Strike (Dkt. #20) shall be STRICKEN AS MOOT.

1 (3) The Clerk is directed to forward a copy of this Order to all counsel of record and to
2 pro se Plaintiff at the following address: PO Box 99025, Seattle, WA 98139.

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4 DATED this 6 day of January, 2009.

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7 RICARDO S. MARTINEZ
8 UNITED STATES DISTRICT JUDGE
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